SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works

Providing and Fixing children play equipment Allalasandra lake in Ward No. 04 and Puttenahalli Lake in ward No.02

(To be filled in by the Employer before issue of the Tender document)

Tender

To

Address

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of *[in figures]* (..... *[in letters]*[6]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

Name of Tenderer _____

Address .....

.....

[6] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

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Letter of Acceptance

(letterhead paper of the Employer) [date]

To

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated for execution of the [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25 of GCC in the form detailed in Clause 29.1 of ITT for an amount of Rs ..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

To (date)

(name and address of the Contractor)

Dear Sirs

Pursuant to furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of (name of the work) a Tender Price of Rs ..... you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

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Bruh
Mahanag
560 002

Agreement Form

Agreement

This agreement made the day of 20
between

[name and address of Employer]

(hereinafter called "the Employer") of the one part and [name and address of contractor] (hereinafter called "the Contractor") of the other part

Whereas the Employer is desirous that the Contractor execute

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said

in the presence of
Binding Signature of Employer

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SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

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...decide contractual matters between ...

...responsibilities to other people after notifying the ...
...notifying the Contractor.

...the conditions are effective only when in writing. A ...
...(in terms of Indian Contract Act)

...assign the Contract without ...
...does not alter the Contractor's obligations.

...other contractors, public authorities, utilities, and the ...

...employ the technical personnel (of number and qualifications) as may be stipulated by ...
...time during the execution of the work. The technical staff so employed shall be available ...
...stipulated by the Engineer.

...who is a member of the Contractor's staff or his ...
...shall ensure that the person leaves the Site within seven ...

...along with driver, fuel expenses to Project Engineers in-charge ...
...the work as the work is clustered in different ...

...states are Employer's risks, and the Contractor carries ...

...which are:
...restricted to employees of the Contractor or his Sub-...
...Works, other than the Contractor's design; or
...as it occurs on the Site) which an experienced contractor ...
...against which he could not reasonably have taken at least ...
...property from occurring by taking appropriate ...

...and of personal injury and death which arise during and in ...
...other than the excepted risks are the responsibility of the ...

...effect and thereafter maintain insurances , in the joint ...
...first working day after the Start Date to the end ...
...Contract Data
...Plants and Materials and the Contractor's equipment.

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(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

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22. A ... Site

22.1 The ... shall allow the Employer and any person authorized by the Employer access to the Site, to ... work in connection with the Contract is being carried out or is intended to be carried out ... where materials or plant are being manufactured / fabricated / assembled for the works.

23. I...

23.1 The ... shall carry out all instructions of the Employer which comply with the applicable laws where ...

24. ... resolution of Disputes

24.1 If ... is not satisfied with the decision taken by the Employer, the dispute shall be referred by ... to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If ... refers the dispute to Arbitration within the above 30 days, the Employer's decision will be ...

24.3 The ... shall be conducted in accordance with the arbitration procedure stated in the Special ... Contract.

B. Time Control

25. ...

25.1 Within ... stated in the Contract Data the Contractor shall submit to the Employer for approval a ... showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The ... approval of the Program shall not alter the Contractor's obligations. The Contractor may ... Program and submit it to the Employer again at any time. A revised Program is to show the effect ... and Compensation Events.

26. ... the Intended Completion Date

26.1 The ... shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is ... makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The ... shall decide whether and by how much to extend the Intended Completion Date within 21 ... Contractor asking the Employer for a decision upon the effect of a Compensation Event or ... submitting full supporting information.

27. ... by the Employer

27.1 The ... may instruct the Contractor to delay the start or progress of any activity within the Works.

28. ... meetings

28.1 The ... may require the Contractor to attend a management meeting. The business of a ... meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The ... of the parties for actions to be taken is to be decided by the Employer either at the ... meeting or after the management meeting and stated in writing to be distributed to all who ... meeting.

C. Quality Control

29. ... Defects

29.1 The ... shall check the Contractor's work and notify the Contractor of any Defects that are found. ... shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to ... Defect and to uncover and test any work that the Employer considers may have a Defect.

30. ...

30.1 If ... instructs the Contractor to carry out a test not specified in the Specification to check whether ... has a Defect and the test shows that it does, the Contractor shall pay for the test and any ... If there is no Defect the test shall be a Compensation Event.

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Correction of defects

31

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

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35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being sought or the Contractor submitting a quotation without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall include (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and for taxes at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days after the submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress of the works beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The Contractor is entitled to Compensation events unless they are caused by the Contractor.
- The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is found to have no Defects.
- The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- Effect on the Contractor of any of the Employer's Risks.
- The Employer unreasonably delays issuing a Certificate of Completion.
- Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If the Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the based on Employer's own forecast. The Employer will assume that the Contractor will react promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are affected by the Contractor not having given early warning or not having cooperated with the

39. Taxes

39.1 The Contract Price quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to deduction of such taxes at source as per applicable law.

40. Price adjustment:

(Applicable for contracts with stipulated period of completion more than 18 months. Dated: 21.11.2008)

Prices shall be adjusted for increase or decrease in the cost of specified materials (cement, steel and bitumen) only shall be as per the provisions, stated in respect of specified materials (cement, steel and bitumen) only shall be as per the provisions, stated in the Contract. The Contractor is paid on the all India average wholesale price index for the said materials. The adjustment shall be as per the increase or decrease in the index as applied to the said materials

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between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

40.1 Deleted

40.2 Deleted

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: (DELETED)

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" (Completion drawings) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

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49.1 ... other party causes a fundamental breach of the Contract ... shall not be limited to the following:

49.2 ... when no stoppage of work is shown on the current ... authorized by the Employer;

... goes into liquidation other than for a reconstruction or ...

... to correct a particular Defect is a fundamental breach of ... correct it within a reasonable period of time determined by ...

49.3 ... is required;

49.4 ... completion of works by the number of days for which the ... can be paid as defined in the Contract data; and

49.5 ... the Employer has engaged in corrupt or fraudulent practices ... Contract.

... "corrupt practice" means the offering, giving, receiving or ... action of a public official in the procurement ... "Fraudulent practice" means a misrepresentation of facts in ... execution of a contract to the detriment of the ... among Tenderers (prior to or after Tender submission) ... at artificial non-competitive levels and to deprive the ... competition."

... a breach of contract to the Employer for a cause other than ... Employer shall decide whether the breach is fundamental or ...

... Employer may terminate the Contract for convenience.

... stop work immediately, make the Site safe and secure and ...

50. ...

50.1 ... less advance payments received up to the date of the bill, ... less taxes due to be deducted at source as per applicable ... not completed as indicated in the Contract Data. Additional ... amount due to the Employer exceeds any payment due to ... payable to the Employer.

50.2 ... or because of a fundamental breach of Contract ... bill for the value of the work done, the reasonable cost of ... Contractor's personnel employed solely on the Works, and the ... Works and less advance payments received up to the date ... terms of the contract, and less taxes due to be deducted at ... accordingly.

51. ...

51.1 ... Plant, Equipment, Temporary Works and Works are deemed to be the property of ... is terminated because of a Contractor's default.

52. ...

52.1 ... outside the control of either the Employer or the Contractor ... been frustrated. The Contractor shall make the Site safe and ... this certificate and shall be paid for all work carried out ... afterwards to which commitment was made.

F. Special Conditions of Contract

1. ...

... shall, unless otherwise provided in the Contract, make his own arrangements for the ... and for their payment, housing, feeding and transport.

... shall, if required by the Employer, deliver to the Employer a return in detail, in such form and ... showing the staff and the numbers of the several classes ...

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of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**
The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 Deleted

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

6. The defect liability period is 1 years Security deposit amount will be released only after satisfactory completion of defect liability period.

[Add other Clauses specific to the work for which tenders are invited]

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[7]

1 Indian Council of Arbitration, New Delhi;
2 International Centre for Alternative Disputes Resolution (India);
3 Indian Roads Congress;
4 Indian Building Congress;
5 Indian Institute of Bridge Engineers;
6 Indian Institute of Public Health Engineers;
7 Institute of Water Works

[7] Add any other Organization considered suitable

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Clause Reference

(44)

(23)

(14)

(23)

(11)

equipment Allalasandra lake in Ward No. 04

Lake in ward No.02

with the work (11)

Months with the following milestones

(21)

(31)

(13)

	Maximum stores for payment
(a)	Plant and
(b)	Page to
(c)	Page to
(d)	Page to Hard Parts
(e)	
	Supply
	Works
	above

In accordance with the work as required as per to the Schedule

(40)

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The maximum amount of liquidated damages for the whole of the works [41]
is Ten percent of final contract price

Repayment of advance payment for mobilization (DELETED) [42]

The date by which "as-built" drawings (in scale 1 in 1000) in 2 sets are required is within
30 days of issue of certificate of completion of Whole or Section of the [48]
Work as the case may be

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of
completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of [48]
Operation and Maintenance Manuals by the date required is

The following events shall also be fundamental breach of the contract [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC

The percentage to apply to the value of the work not completed representing the Employer's [50.1]

Additional cost for completing the Works shall be 30 percent (30%)
The tenderer must have 50% of the The following materials and remaining 50 % of the
materials procured on lease/Hire basis.

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SECTION 8: DRAWINGS
(Enclosed)

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To [name of Employer]
[address of Employer]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. [amount of guarantee] [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[8] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

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